

Proclamation 2015-04

IN RECOGNITION OF "BRIGHTON HIGH SCHOOL BOYS' TENNIS TEAM APPRECIATION DAY"

WHEREAS, it is the intention of the Mayor and Council to focus attention on noteworthy accomplishments of youth within our city; and

WHEREAS, the Brighton High School Boys' Tennis Team completed an exceptional 2015 season that included a Utah State High School Activities Association 5-A Championship; and

WHEREAS, led by Coach Natalie Meyer, the team overcame several obstacles to reclaim a long-standing tradition of excellence marked by several state titles over the past decade, and

WHEREAS, each member of the team proved their devotion to success by exemplifying selfless teamwork and commitment to personal training, and

WHEREAS, the Brighton High School Boys' Tennis Team has exhibited outstanding qualities on and off the court;

NOW THEREFORE LET IT BE PROCLAIMED that the Cottonwood Heights City Council establishes June 23, 2015 as "Brighton High School Boys' Tennis Team Appreciation Day" for the city of Cottonwood Heights, Utah and salutes the Brighton boys for their outstanding achievement. The City also recognizes the efforts of coaches, teachers, fellow students, parents and community members who have contributed to the success of the team.

DATED this 23rd day of June, 2015.

Mayor Kelvyn H. Cullimore, Jr. _____

Councilman Michael L. Shelton _____

Councilman J. Scott Bracken _____

Councilman Michael J. Peterson _____

Councilman Tee W. Tyler _____

City Manager John W. Park _____

Proclamation 2015-05

IN RECOGNITION OF "BRIGHTON WATER POLO TEAM APPRECIATION DAY"

WHEREAS, it is the intention of the Mayor and Council to focus attention on noteworthy accomplishments of youth within our city; and

WHEREAS, the Brighton High School Boys' Water Polo Team completed an exceptional 2015 season that included a 5-A Championship; and

WHEREAS, the Brighton High School Girls' Water Polo Team also completed an exceptional 2015 season that included a second place finish in the 5-A Championship; and

WHEREAS, led by Coaches Michael Morgan and John Ellis, both the boys and girls' teams accomplished dominance in the sport while maintaining exceptional grade point averages, and

WHEREAS, each member of the team proved their devotion to success by exemplifying selfless teamwork and commitment to personal training, and

WHEREAS, the Brighton High School Water Polo Teams have exhibited outstanding qualities in competition and in the community,

NOW THEREFORE LET IT BE PROCLAIMED that the Cottonwood Heights City Council establishes June 23, 2015 as "Brighton High School Water Polo Team Appreciation Day" for the city of Cottonwood Heights, Utah and salutes coaches, parents, teachers, community members and the Cottonwood Heights Recreation Center for their contributions to the success of the team.

DATED this 23rd day of June, 2015.

Mayor Kelvyn H. Cullimore, Jr. _____

Councilman Michael L. Shelton _____

Councilman J. Scott Bracken _____

Councilman Michael J. Peterson _____

Councilman Tee W. Tyler _____

City Manager John W. Park _____



2014-15
MONTHLY
FINANCIAL REPORT

AS OF
May 31, 2015

Prepared by: Finance

June 22, 2015

Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2014-2015 fiscal year, month ending May 31, 2015 is presented for your review and comment.

General Fund – Revenue

Real Property Taxes - Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with annual property tax collections through the end of December. This has been finalized with the annual reconciliation sent to the City on March 31, 2015. Current calendar year 2015 revenues are now being deferred to fiscal year 2016. Delinquent collections will continue to be added to this fiscal year through August 31, 2015.

Sales Tax Collections – Collections for the City occur two months behind the merchant's collection and six months of distribution for fiscal year 2015 have been received. Currently collections are 101.61 percent of the prior year to date. We have 3 additional months of collections for the current fiscal year.

E911 Emergency Fees – The City continues to receive the E911 revenues generated on telephones within the City boundaries.

Fee-In-Lieu of Property Taxes – Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with current monthly revenues. Current calendar year 2015 revenues are now being deferred into fiscal year 2016. This revenue is based on the City's real property tax rate, as a percent of all real property taxes levied in the City.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis. This revenue has now shown a slight reduction of 0.68 percent year over year.

Transient Room Tax Collections – This tax collection is reported by entities on the same schedule as general sales tax reporting.

Licenses and Permits –Business Licensing' activity is on target and includes permit fees for special events. Building permits are currently short of budget. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are now in their seventh year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly and collections have ended the year just less than 1 percent more than the previous year's collections. Liquor Funds

are distributed once a year in December and were 7.72% less than the prior year. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues are now more than budget. Billings for annual inspections of short term rentals as part of their annual business licensing have been correctly reflected as July revenue for the fiscal year.

Fines and Forfeitures – Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly and are currently 74 percent of budget.

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$32,850 and are mostly credited to Capital Projects Fund balance. This revenue is also netted against credit card charges incurred as the City accepts payment from credit card payments.

General Fund – Expenditures

General Government – All department expenditures are within budgeted amounts.

Public Safety - The Public Safety department includes police, fire and ordinance enforcement. The police department is within budget year to date. The fire department is billed quarterly and reflects payments for services through June 30th. Ordinance Enforcement is within budget.

Highways & Public Improvements – Public Works expenditures are within budget. The Class C Road program budget is primarily for street sweeping and the Terracare Associates roads contract, and is within budget.

Community and Economic Development - All department expenditures are within budget.

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned.

General Fund - Other Financing Sources and Uses

Unrestricted General Fund Balance Appropriated – This amended budgeted balance has been budgeted at \$802,448 from fiscal year's 2014 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is zero.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. This year a transfer of \$88,660 from the Capital

Projects to the General Fund is budgeted. There is \$85,000 budgeted to transfer to the CDRA fund.

General Fund – Fund Balance

Fund Balance - The Beginning Balance of Unrestricted funds for fiscal year 2015 is currently estimated at \$2,407,142. Of this amount, the Unrestricted Assigned General Fund Balance is a 6.0 percent reserve of \$924,392. Of the remaining funds, \$802,448 has been appropriated in the current amended budget. The remaining Unrestricted and Unassigned balance of \$680,502 from Fiscal Year 2014 will be added to the remaining net funds from operations and the Assigned General Funds of 6%. Currently, we are tentatively estimating a resulting fund balance of \$2,531,694, an increase of \$124,552 from the prior year after all June expenditures are recorded.

Capital Projects – Revenue

Revenue - Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer's Pool account for the City. Impact fees are collected on new development permits as they are issued.

Capital Projects - Expenditures

General Government –This budget includes \$17,127,581 for projects and engineering. Various projects are itemized as line items in this report.

Capital Projects – Other Financing Sources / Uses

Transfers from/to General Fund –Transfers in the fiscal year, if any, will be made when annual revenues and expenditures are known and available funds are known at year end.

Reimbursements – Sales Tax Revenue Bonds – These funds come from the Sale Tax Revenue Bonds issued July 2, 2014. Reimbursements of amounts spent in fiscal year 2014 have been reimbursed in fiscal year 2015. Future expenditures that are to be covered by bond proceeds, will be reimbursed as requests are submitted.

Fund Balance Appropriations – Restricted Impact Funds of \$128,472 for both Storm Water and Transportation impact fees have been appropriated. The unrestricted fund balance has been amended to \$2,212,057 and is most of the prior year's ending fund balance.

All prior budgeted capital projects amounts that were unspent in fiscal year 2014 have been reviewed and re-appropriated through budget amendments in 2015.

Employee Benefits Fund – an Internal Service Fund

The purpose of this fund is to pay as you go with regards to employee's accrued benefits. This report shows the total balance in the PTO liability account from the prior fiscal year-end. The year-end calculated amount of the potential future liability of lump sum payouts is funded each year. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded at \$1,597.01 in FY 2014 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end. Current funded liability balance is \$317,628.

Community Development and Renewal Agency

The purpose of this fund is to account for activity of the Interlocal Agreement between the City and the Canyon Centre Community Development Project Area. Our first year's distribution of CDRA increment revenue has been received. There is an amended budgeted transfer from the General Fund for \$85,000. Additionally, the Salt Lake County RDA has transferred the balance of RDA revenues of \$1,925,698 to be utilized in the City's CDRA.

Community Events & Activity Summary

This report is a compilation of various activities that are tracked to collect data by project or activity. The amounts shown are as of the date of the report.

Sincerely,



Steve Fawcett
Finance Director
Cottonwood Heights
"City between the Canyons"

COTTONWOOD HEIGHTS
11 - GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FISCAL PERIOD ENDING May 31, 2015

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
TAXES							
REAL PROPERTY TAXES	\$ 6,589,477	\$ 6,589,477	\$ 12,914	\$ 6,604,118	\$ -	\$ 14,641	100%
GENERAL SALES AND USE TAXES	5,300,000	5,300,000	492,095	3,974,259	-	(1,325,741)	75%
E911 EMERGENCY TELEPHONE FEES	265,000	265,000	26,633	221,583	-	(43,417)	84%
FEE-IN-LIEU OF PROPERTY TAXES	390,000	390,000	-	366,675	-	(23,325)	94%
FRANCHISE TAXES - CABLE TV	331,700	331,700	77,174	227,457	-	(104,243)	69%
INNKeeper TAX	25,000	25,000	4,916	18,422	-	(6,578)	74%
TOTAL TAXES	12,901,177	12,901,177	613,732	11,412,514	-	(1,488,663)	88%
LICENSES AND PERMITS							
BUSINESS LICENSES AND PERMITS	220,000	220,000	8,611	230,638	-	10,638	105%
BUILDINGS, STRUCTURES AND EQUIPMENT	405,600	405,600	42,812	336,553	-	(69,047)	83%
ROAD CUT FEES	35,000	35,000	1,125	20,675	-	(14,325)	59%
ANIMAL LICENSES	10,000	10,000	952	10,227	-	227	102%
TOTAL LICENSES AND PERMITS	670,600	670,600	53,500	598,093	-	(72,507)	89%
INTERGOVERNMENTAL REVENUE							
FEDERAL GRANTS	-	-	-	-	-	-	0%
JUSTICE ASSISTANCE GRANT	-	7,913	-	7,913	-	-	0%
BVP - Bullet Proof Vest Program	-	456	-	456	-	-	0%
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	-	15,287	-	(4,713)	76%
STATE GRANTS	-	1,600	-	4,026	-	2,426	252%
HOMELAND SECURITY GRANTS	-	8,233	4,728	7,233	-	(1,000)	88%
STATE CLICK IT TICKET	-	1,217	-	1,217	-	-	0%
HIGHWAY SAFETY DUI OT GRANT	-	29,677	884	29,677	-	-	100%
JUV ALC ENF - EZ GRANT	-	700	-	700	-	-	0%
CLASS C ROADS	1,090,000	1,090,000	196,602	1,088,281	-	(1,719)	100%
LIQUOR FUND ALLOTMENT	45,000	45,000	-	42,986	-	(2,014)	96%
LOCAL GRANTS	-	9,387	-	11,954	-	2,567	0%
MISC LOCAL GRANTS (ZAP)	-	16,000	3,200	16,000	-	-	100%
TOTAL INTERGOVERNMENTAL REVENUE	1,155,000	1,230,183	205,414	1,225,731	-	(4,452)	100%
CHARGES FOR SERVICE							
ZONING AND SUB-DIVISION FEES	60,000	60,000	1,025	68,689	-	8,689	114%
SALE OF MAPS AND PUBLICATIONS	-	-	6	51	-	51	0%
VARIOUS OTHER FEES	5,500	5,500	200	3,300	-	(2,200)	60%
TOTAL CHARGES FOR SERVICE	65,500	65,500	1,231	72,040	-	6,540	110%

COTTONWOOD HEIGHTS

11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FISCAL PERIOD ENDING May 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
FINES AND FORFEITURES							
COURTS FINES	535,000	535,000	30	394,031	-	(140,969)	74%
FORFEITURES	-	-	(6,740)	1,511	-	1,511	0%
TOTAL FINES AND FORFEITURES	535,000	535,000	(6,710)	395,542	-	(139,458)	74%
MISCELLANEOUS REVENUE							
INTEREST REVENUES	14,000	14,000	(323)	(1,167)	-	(15,167)	-8%
MISCELLANEOUS REVENUES	35,853	37,353	174	64,077	-	26,724	172%
SALE OF SURPLUS ASSETS	-	16,300	-	18,824	-	2,524	0%
POLICE RECORDS REVENUES	15,000	15,000	995	9,325	-	(5,675)	62%
EVENT REVENUES	14,401	28,543	-	22,263	-	(6,280)	78%
TOTAL MISCELLANEOUS REVENUE	79,254	111,196	846	113,322	-	2,127	102%
TOTAL REVENUES	\$ 15,406,531	\$ 15,513,655	\$ 868,012	\$ 13,817,242	\$ -	\$ (1,696,413)	89%
EXPENDITURES							
GENERAL GOVERNMENT							
LEGISLATIVE							
MAYOR & CITY COUNCIL	\$ 540,108	\$ 570,108	\$ 7,178	\$ 461,643	\$ -	\$ 108,466	81%
PLANNING COMMISSION	6,000	6,000	321	3,261	-	2,739	54%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	144,000	207,448	1,527	154,395	-	53,053	74%
TOTAL LEGISLATIVE	690,108	783,556	9,026	619,299	-	164,257	79%
JUDICIAL							
COURTS & CITY PROSECUTOR & DEFENDER	365,000	365,000	-	286,664	-	78,336	79%
LIQUOR TAX FUNDS	35,000	35,000	-	-	-	35,000	0%
TOTAL JUDICIAL	400,000	400,000	-	286,664	-	113,336	72%
EXECUTIVE AND CENTRAL STAFF							
CITY MANAGER & GENERAL GOVERNMENT	716,590	716,590	82,866	661,246	-	55,344	92%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	29,131	-	3,156	-	25,975	11%
INFORMATION TECHNOLOGY	137,100	172,100	16,437	107,027	-	65,073	0%
TOTAL EXECUTIVE & CENTRAL STAFF	884,290	917,821	99,303	771,429	-	146,392	84%
ADMINISTRATIVE AGENCIES							
FINANCE	377,381	368,644	28,887	339,106	-	29,539	92%
ATTORNEY	227,482	227,482	31,740	217,503	-	9,979	96%
ADMINISTRATIVE SERVICES/RECORDER	462,367	486,961	34,432	435,987	-	50,974	90%
ELECTIONS	-	-	-	-	-	-	0%
TOTAL ADMINISTRATIVE AGENCIES	1,067,230	1,083,087	95,058	992,596	-	90,491	92%
TOTAL GENERAL GOVERNMENT	3,041,628	3,184,464	203,387	2,669,988	-	514,476	84%

COTTONWOOD HEIGHTS

11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FISCAL PERIOD ENDING MAY 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
PUBLIC SAFETY							
POLICE	5,249,542	5,318,575	387,501	4,755,276	2,680	560,619	89%
FIRE	3,466,008	3,466,008	26,825	3,397,453	-	68,555	98%
ORDINANCE ENFORCEMENT	153,882	155,809	12,310	139,266	-	16,544	89%
TOTAL PUBLIC SAFETY	<u>8,869,433</u>	<u>8,940,393</u>	<u>426,636</u>	<u>8,291,995</u>	<u>2,680</u>	<u>645,718</u>	<u>93%</u>
HIGHWAYS AND PUBLIC IMPROVEMENTS							
PUBLIC WORKS (NON-CLASS C)	1,444,425	1,665,264	83,349	1,395,989	-	269,274	84%
CLASS C ROAD PROGRAM	1,090,000	1,090,000	90,457	899,394	-	190,606	83%
TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT	<u>2,534,425</u>	<u>2,755,264</u>	<u>173,807</u>	<u>2,295,383</u>	<u>-</u>	<u>459,880</u>	<u>83%</u>
COMMUNITY AND ECONOMIC DEVELOPMENT							
COMMUNITY AND ECONOMIC DEVELOPMENT	70,000	92,139	11,884	69,329	-	22,810	75%
PLANNING	445,632	438,560	31,951	395,631	-	42,928	90%
ENGINEERING	560,000	560,000	16,033	322,268	-	237,732	58%
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	<u>1,075,632</u>	<u>1,090,699</u>	<u>59,868</u>	<u>787,228</u>	<u>-</u>	<u>303,470</u>	<u>72%</u>
DEBT SERVICE							
INTEREST AND PRINCIPAL	356,476	356,476	-	11,682	-	344,794	3%
TOTAL DEBT SERVICE	<u>356,476</u>	<u>356,476</u>	<u>-</u>	<u>11,682</u>	<u>-</u>	<u>344,794</u>	<u>3%</u>
TOTAL EXPENDITURES	<u>\$ 15,877,593</u>	<u>\$ 16,327,295</u>	<u>\$ 863,698</u>	<u>\$ 14,056,277</u>	<u>\$ 2,680</u>	<u>\$ 2,268,337</u>	<u>86%</u>
EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES	<u>\$ (471,062)</u>	<u>\$ (813,639)</u>	<u>\$ 4,314</u>	<u>\$ (239,035)</u>	<u>\$ (2,680)</u>	<u>\$ 571,924</u>	
OTHER FINANCING SOURCES							
TRANSFER FROM CAPITAL IMPROVEMENT FUND	-	88,660	-	88,660	-	-	0%
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATE	471,063	802,448	-	802,448	-	0	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	-	-	-	-	-	0%
CAPITAL LEASE - PUBLIC SAFETY	-	1,486,565	-	1,486,565	-	0	0%
TOTAL OTHER FINANCING SOURCES	<u>471,063</u>	<u>2,377,673</u>	<u>-</u>	<u>2,377,673</u>	<u>-</u>	<u>0</u>	<u>100%</u>
Subtotal Available Revenues & Sources	<u>0</u>	<u>1,564,033</u>	<u>4,314</u>	<u>2,138,638</u>	<u>(2,680)</u>	<u>571,924</u>	
CAPITAL LEASE - PUBLIC SAFETY	-	1,486,565	-	1,486,565	-	-	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Ro	-	-	-	-	-	-	0%
TRANSFER TO CDRA Fund	-	85,000	-	85,000	-	-	0%
TOTAL OTHER FINANCING USES	<u>-</u>	<u>1,571,565</u>	<u>-</u>	<u>1,571,565</u>	<u>-</u>	<u>-</u>	<u>0%</u>
CURRENT CHANGE IN FUND BALANCE	<u>0</u>	<u>(7,532)</u>	<u>4,314</u>	<u>567,073</u>	<u>(2,680)</u>	<u>571,924</u>	
UNRESTRICTED GENERAL FUND BALANCE - unappropriated	-	-	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	899,412	924,392	-	-	-	(924,392)	0%
FUND BALANCE - "EXPECTED"	<u>\$ 899,412</u>	<u>\$ 916,860</u>	<u>\$ 4,314</u>	<u>\$ 567,073</u>	<u>\$ (2,680)</u>	<u>\$ (352,468)</u>	<u>62%</u>
Fund Balance Expected:							
Unrestricted Assigned General Fund 6 %	\$ 899,412	\$ 924,392	359,727	\$ 924,392	-	-	100%
Fiscal Year-End NET Activity Accruals - Est	-	-	-	359,727	-	-	-
Unrestricted Unassigned General Fund	\$ 0	\$ 680,502	-	\$ 680,502	\$ (2,680)	\$ (352,468)	-
Estimated Fiscal Year End - Total General Fund Balance				<u>\$ 2,531,694</u>			

FOR ADMINISTRATION USE ONLY

92% OF THE FISCAL YEAR HAS ELAPSED

Cottonwood Heights
45 - Capital Projects Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Fiscal Period Ending May 31, 2015

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
FEDERAL GRANT - CDBG	\$ 121,051	\$ 121,051	\$ -	\$ -	\$ -	\$ (121,051)	0%
STATE GRANT	-	-	-	-	-	-	0%
LOCAL GRANT REVENUE	-	-	-	-	-	-	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	50,000	50,000	4,799	34,700	-	15,300	0%
INTEREST REVENUES	30,000	30,000	2,470	27,044	-	(2,956)	90%
PRIVATE CONTRIBUTIONS	-	90,000	-	9,167	-	(80,833)	10%
TOTAL REVENUES	201,051	291,051	7,269	70,911	-	(189,540)	24%
EXPENDITURES							
CAPITAL PLAN EXPENDITURES							
PAVEMENT MGMT - ROAD CONSTRUCTION	966,926	710,061	-	505,817	-	204,244	71%
ADA RAMPS	121,051	125,556	-	14,065	-	111,491	11%
INTERSECTION IMPROVEMENTS	-	364,848	-	19,154	-	345,694	5%
STORM DRAIN IMPROVEMENTS	25,000	-	-	-	-	-	0%
CROSS GUTTER REPLACEMENT	-	40,304	890	39,765	-	539	99%
SIDEWALK REPLACEMENT	-	50,000	-	51,153	-	(1,153)	102%
PUBLIC WORKS SITE	1,956,500	2,056,500	-	14,465	-	2,042,035	1%
BENGAL BLVD	1,351,470	1,263,748	-	40,326	-	1,223,421	3%
SAFE SIDEWALKS (7200 South)	-	40,000	-	39,752	-	248	99%
HAZARD MITIGATION	-	75,000	-	75,000	-	-	100%
1700 E RECONSTRUCTION	-	190,537	-	191,007	-	(470)	100%
UNION PK LANDSCAPE/ACMgmt	-	105,787	-	105,787	-	-	100%
FT UNION PARK & RIDE	925,000	1,154,635	-	944,352	-	210,283	82%
TRAFFIC ADAPTIVE	-	126,800	-	7,755	-	119,045	0%
HIGHLAND DR ACCESS RAMP	-	25,000	-	4,060	-	20,940	0%
3000 EAST WALL CONSTRUCTION	-	129,000	-	128,972	-	28	0%
BROWN SANFORD INV & ASSESSMENT	30,000	30,000	-	-	-	30,000	0%
PROSPECTOR STREET LIGHTS	-	35,000	-	32,704	-	2,296	93%
TONI CIRCLE SCHOOL ZONE	-	26,514	-	26,514	-	(0)	100%
PINE CREEK LANE EXT	-	-	-	-	-	-	0%
MISCELLANEOUS SMALL PROJECTS	-	-	-	-	-	-	0%
CITY MUNICIPAL CENTER	10,460,959	10,553,291	65,112	502,575	-	10,050,716	5%
TOTAL EXPENDITURES	15,836,906	17,127,581	66,002	2,743,223	-	14,384,357	16%
OTHER FINANCING SOURCES (USES)							
RESTRICTED IMPACT FUNDS	-	128,472	-	128,472	-	-	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND	-	14,496,000	-	3,937,833	-	10,558,167	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15,635,855	2,212,057	-	2,212,057	-	0	100%
TOTAL OTHER FINANCING SOURCES	15,635,855	16,836,529	-	6,278,362	-	10,558,168	37%
TRANSFERS TO GENERAL FUND	-	88,660	-	88,660	-	-	100%
TOTAL OTHER FINANCING USES	-	88,660	-	88,660	-	-	100%
CURRENT CHANGE IN FUND BALANCE	\$ -	\$ (88,660)	\$ (58,733)	\$ 3,517,389	\$ -	\$ (4,015,730)	
Fund Balance Expected:							
Unrestricted Unassigned Capital Funds	\$ (0)	\$ 117,594	\$ -	\$ 117,594	\$ -	\$ -	0%

Cottonwood Heights
65-Employee Benefits Fund (an Internal Service Fund)
Statement of Revenues, Expenditures May 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
OPERATING REVENUES							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
OPERATING EXPENSES							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
OPERATING INCOME (LOSS)	(900)	(900)	-	-	-	900	0%
NON-OPERATING REVENUES							
INTEREST REVENUES	900	900	151	1,480	-	580	164%
NON-OPERATING INCOME (LOSS)	900	900	151	1,480	-	580	
Change in Net Position	\$ -	\$ -	\$ 151	\$ 1,480	\$ -	\$ 1,480	0%
NOTE: Balance of Liability Account							
NET ACCUMULATED LIABILITY - BEGINNING OF FY		\$ 317,628					
ACCRUED FUTURE LIABILITY ADDED FY2015		105,271					
NET ACCUMULATED LIABILITY - ENDING OF FY		\$ 422,899					

**Calculations & Accruals made at year-end.

Cottonwood Heights
21-Special Revenue Fund - CDRA
Statement of Revenues, Expenditures April 30, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
EXPEDITURES							
CDRA - Canyons Center	\$ -	\$ 85,000	\$ 1,568	\$ 79,686	\$ -	\$ (5,314)	0%
TOTAL EXPENDITURES	-	85,000	1,568	79,686	-	(5,314)	0%
OTHER FINANCING SOURCES (USES)							
INTEREST EARNED ON FUNDS HELD	-	-	-	-	-	-	0%
TRANSFERS FROM GENERAL FUND	-	85,000	-	-	-	85,000	0%
TAX INCREMENT FROM OTHER GOV'T	-	-	-	1,925,698	-	(1,925,698)	0%
TAX INCREMENT FROM GENERAL FUND	-	-	-	2,731	-	(2,731)	0%
TOTAL OTHER FINANCING SOURCES (USES)	-	85,000	-	1,928,429	-	(1,843,429)	0%
FUND BALANCE - "EXPECTED"	\$ -	\$ -	\$ 1,568	\$ (1,848,743)	\$ -	\$ 1,838,115	0%

FOR ADMINISTRATION USE ONLY

92% OF THE FISCAL YEAR HAS ELAPSED

6/18/2015 6:14 PM 1

May Activity Report

Activity Number	Activity Name	Adopted Fiscal Year Budget	Changes to Fiscal Year Budget	Modified Fiscal Year Budget	YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
401	Activity-Neighborhood Watch	500.00	0.00	500.00	755.86	0.00	-255.86
700	Events-Misc. City	4,750.00	0.00	4,750.00	768.33	0.00	3,981.67
702	Events-Meet the Candidates (YCC Sponsor)	500.00	0.00	500.00	0.00	0.00	500.00
703	Events-Halloween Event	750.00	0.00	750.00	744.20	0.00	5.80
704	Events-Emergency Fair	5,000.00	0.00	5,000.00	4,647.52	0.00	352.48
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	0.00	3,000.00	2,000.00	0.00	1,000.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
710	Events-Youth City Council	5,000.00	0.00	5,000.00	5,258.96	-400.00 RV	-258.96
711	Events-City Birthday Party	15,000.00	10,000.00 2	25,000.00	29,261.84	0.00	-4,261.84
713	Events-Bark in the Park/Pooch Plunge	4,000.00	0.00	4,000.00	2,810.83	0.00	1,189.17
716	Events-Easter Egg Hunt	5,500.00	0.00	5,500.00	5,426.54	0.00	73.46
724	Events-Butlerville Days and Float	52,000.00	0.00	52,000.00	70,162.13	-17,533.00 Rb	-629.13
724	Events-Butlerville Days Taxable Sales	0.00	0.00	0.00	0.00	-3,717.00 RV	NA
725	Events-History Committee	2,500.00	0.00	2,500.00	2,811.66	0.00	-311.66
734	Events-History Markers along Big Cottonwood Trail	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
726	Events-Biking Committee	500.00	0.00	500.00	0.00	0.00	500.00
727	Events-Arts Council Play	10,000.00	0.00	10,000.00	15,819.44	0.00 Rb	-5,819.44
727	Events-Arts Council Play Reimbursements/Ticket Sales	0.00	13,427.00 3	13,427.00	0.00	-13,427.00 RV	13,427.00
727	Events-Arts Council Play Taxable Sales	0.00	714.75 3	714.75	0.00	-714.75 RV	714.75
732	Events-Arts Council Play Non Play Activities	0.00	26,706.15 1	26,706.15	10,108.78	0.00 RV	16,597.37
213	Events-Sorenson Literary grant (carryover)	0.00	3,000.00 2	3,000.00	744.45	-3,000.00 RV	2,255.55
204	Grants-ZAP Grant-Arts Council	0.00	8,000.00 2	8,000.00	0.00	-8,000.00 RV	8,000.00
206	Grants-On-Stage State Arts Grant	0.00	1,600.00 2	1,600.00	1,600.00	-1,600.00 RV	0.00
207	Grants-ZAP Local Arts Agency Advancement	0.00	5,000.00 2	5,000.00	122.48	-5,000.00 RV	4,877.52
730	Events-Volunteer Recognition	5,500.00	0.00	5,500.00	4,582.11	0.00	917.89
731	Events-City Banner Program	5,000.00	0.00	5,000.00	285.34	0.00	4,714.66
Total		144,000.00	68,447.90	212,447.90	174,410.47	-53,391.75	55,570.43

¹ Budget Amendment-FY2014 carryover

² Budget Amendment-Other

³ Budget Amendment-FY2015 budget earned revenue

Capital Projects

See report on Capital Projects fund 45



COTTONWOOD HEIGHTS



MAY 2015 FIRE REPORT



Customer Service Station 110 and 116

Station 110:

- 2 station tours/19 people
- Training on medical scenarios, rope rescue, tower rescue, industrial rescue, and pit crew CPR.
- Battalion training, Wildland refresher training, trench collapse exercise, RIT & live fire training.
- Conducted free CPR "push to survive" classes for the community. Banners were displayed, flyers were given to local businesses, & the high school was invited. Two sessions were given with a total of 52 people in attendance.
- Assisted CHPD in the search of a missing girl the from Santa Fe Apts.
- Assisted two individuals locked out of their cars
- Four assisted lifts

Station 116:

- 2 Station Tours / 40 People
- Provided Medical Stand By for the Cottonwood Heights PD Police Testing
- Battalion Training, preparation for the coming back country & swift water season.
- Performed Business Inspections

May 2015-Both Stations:

- Provided medical Stand By for the Vigor Utah Half Marathon
- Took part in the Primary Children's Hospital Fundraiser at Hillside Plaza
- Taught 3 Engineer Refresher Courses
- Passed off the Drafting and Master Stream Skills



Safety Message

Fireworks Safety

Fireworks can be an exciting way to celebrate. Fireworks need to be treated with respect and care. Consider attending a professional fireworks display in place of lighting personal fireworks this year.



In Utah, some fireworks are illegal. Generally, if they are sold in Utah, they are legal to use in Utah. If you could not purchase the firework in Utah, it is not legal to light that firework in Utah at any time.

Here are a few safety tips from the National Council on Fireworks Safety

Use fireworks outdoors only.

Obey local laws.

If fireworks are not legal where you live, do not use them!

Always have water handy (a hose or buckets of water).

Only use fireworks as intended. **DO NOT** try to alter them or combine them.

Never re-light a "dud" firework (wait 20 minutes and then soak it in a bucket of water).



Safety Message

Fireworks Safety

Use common sense when using fireworks. Spectators should keep a safe distance from the fireworks. The person lighting the fireworks should wear safety glasses.

Alcohol and fireworks do not mix! Have a "designated" person light fireworks.

Only persons over age 12 should be allowed to handle sparklers of any type.

DO NOT ever use homemade fireworks or illegal explosives; they can kill you!

Report illegal explosives to the fire or police department in your community.

With the extreme drought conditions Utah is experiencing this season, the risk of wildfire is extremely high. Many areas of the state will not be allowed to use fireworks of any kind. All citizens are encouraged to check local restrictions before lighting fireworks.

Please refer to Cottonwood Heights' website for current fireworks and/or fire restrictions.



Questions??

For further questions or comments please
contact Assistant Chief Mike Watson
mwatson@ufa-slco.org

Unified Fire Authority
3380 South 900 West
Salt Lake City, UT 84119
801-824-3705
www.unifiedfire.org

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-41

A RESOLUTION APPROVING AN AGREEMENT WITH WATER WALKERS, LLC FOR 2015 BUTLERVILLE DAYS

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 23 June 2015 to consider, among other things, approving and ratifying an agreement (the “*Agreement*”) with Water Walkers, LLC (“*Provider*”) whereunder the City would authorize Provider to place and operate a “water walker” activity at the City’s 2015 “Butlerville Days” community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-41, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of June 2015.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

DEPOSITED in the office of the City Recorder this 23rd day of June 2015.

RECORDED this ____ day of June 2015.

Event Proposal

THIS EVENT PROPOSAL (this “*Agreement*”) is entered into effective 23 June 2015 between **WATER WALKERS, LLC, INC.**, a Utah limited liability company whose address is 4968 South Cowdell Street, Taylorsville, UT 84129 (“*Contractor*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (“*City*”).

Section 1. **Background.** City has scheduled its annual “Butlerville Days” community event (the “*Event*”) for 23-24 July 2015 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the “*Event Site*”). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games and other activities. Contractor is in the business of providing one such service, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for a “water walker” activity (the “*Activity*”) in connection with the Event. The Activity involves the use of air-tight, plastic “water walking balls” holding a person, which are placed on an inflatable plastic water pool (the “*Pool*”), allowing the occupants to effectively walk on water.

Section 2. **Activity.** Contractor shall perform for City the following described services (the “*Services*”) in connection with the Event:

(a) Contractor will set up the Pool and all associated supplies and equipment (collectively, the “*Equipment*”) before the Event begins using water provided by City;

(b) Contractor will operate the Activity for the duration of the Event, charging \$5 per participant (“*Participant*”);

(c) Contractor will have a qualified, adult attendant in place safeguarding the Equipment and preventing unauthorized use of the Pool throughout the Event (including the entire night of July 23-24) and during the entire time that any water is in the Pool; and

(d) Contractor will take down the Pool upon termination of the Event and will remove all Equipment upon conclusion of the Event.

The Activity will be fully set up and operational by 4:00 p.m. on 23 July 2015; will operate until 9:00 p.m. on 23 July 2015 and between 12:00 p.m. and 9:00 p.m. on 24 July 2015; and the Equipment will be fully disassembled and removed from the Event Site by 12:00 a.m. on 25 July 2015.

Section 3. **Compensation.** Contractor shall pay to City an amount equal to fifteen percent (15%) of Contractor’s gross sales (“*Sales*”) at the Event. The next business day after the Event, Contractor shall (a) meet with City’s representative to disclose the results of Sales, cash received for each category of items offered by Contractor, etc., and (b) remit to City its 15% portion of Sales. Contractor shall maintain accurate books and records concerning all Sales at the Event, and shall safeguard such records and make them available for City’s inspection promptly upon City’s request at any time during the six month period after the Event.

Section 4. **Liability Release.** Throughout the Event, Contractor shall require every prospective Participant in the Activity, and the parents or legal guardians of any and all minor Participants, to sign a written liability release (“*Release*”) in the form approved by City. The Release shall include City and its officers, employees, agents, servants and representatives as additional parties who, together with Contractor, are affirmatively released from all liability and other claims accruing to, or asserted by, any Participant.

Section 5. **Age Standard.** Contractor shall not allow anyone under the age of three years or weighing over 200 lbs. to be a Participant in the Activity.

Section 6. **Insurance.** Contractor shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Activity or the Services (i.e.—whether Equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of One Million Dollars (\$1,000,000.00) combined single limit. Contractor shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

Section 7. **Hold Harmless Undertaking.** Contractor agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the “Indemnitees”) from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Services, the Activity, or this Agreement. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the “Governmental Immunity Act of Utah” (UTAH CODE ANN. § 63G-7-101, *et seq.*).

Section 8. **General.** This Agreement shall be interpreted in accordance with Utah law. Section headings are for convenience only. Time is the essence of this Agreement. This Agreement may only be modified in a writing signed by both parties. This Agreement may be executed and delivered electronically, with the same legal effect as manual execution and physical delivery. In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to an award of its attorneys fees and costs, whether incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. If any portion of this Agreement is deemed unenforceable or invalid by a court of competent jurisdiction, such portion shall be deemed severed from this Agreement to the extent of such unenforceability or invalidity.

DATED effective the date first-above written.

CONTRACTOR:

WATER WALKERS, LLC,
a Utah limited liability company

By: _____
Carter Wilkey, Manager

CITY:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr., Mayor

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-42

A RESOLUTION APPROVING A PERFORMANCE CONTRACT WITH BIG DOOR ENTERTAINMENT FOR 2015 BUTLERVILLE DAYS

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 23 June 2015 to consider, among other things, approving a “Performance Contract” (the “*Agreement*”) with Big Door Entertainment (“*Contractor*”) whereunder the City would engage Contractor to provide a musical performance by “Foreign Figures” at the City’s 2015 “Butlerville Days” community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-42, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of June 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

DEPOSITED in the office of the City Recorder this 23rd day of June 2015.

RECORDED this ____ day of June 2015.



210 North 1200 East, Suite 200 | Lehi, UT 84043, Ph. 801-855-6625
Agent@BigDoorEntertainment.com

Artist Name : Foreign Figures

THIS CONTRACT made on Thursday, 11 day of June Year 2015 between **Foreign Figures** (herein referred as Producer) and **City of Cottonwood Heights** (herein referred as Purchaser). Both parties are aware that Big Door Ent is acting as the agent between both parties.

Show Date : 07/24/2015	Number Of Shows :
Venue : Cottonwood Park	Performance Time :
Venue Address : 7500 S 2700 E Cottonwood Heights, Utah 84121	Show Length :
Venue Contact :	Time of Doors :
Venue Phone :	Billing :
Venue Fax :	Position :
Venue Email :	Type of Engagement :
Venue Website :	Building Capacity :
Production Contact :	Covered : Yes
Production Phone :	Radius Clause :
Show Lineup :	Age Limit :
Curfew :	Soft Merch : Artist % :100
Hotels :	Music Merch : Artist % :100
	Who Sells :
	Total tax : \$0.00

Ticket Scaling					Terms			
	TICKETS	COMPS	PRICE	EXTENDED	Guarantee \$\$:	\$1,100.00		
					Deposit 1 :	\$550	Deposit 1 Due :	06/25/2015
Gross tix	0	0		\$0.00	Amount Due Date of Show :	\$550.00		
Net Tix	0				Terms :			
Average tix	\$0.00							

Deposits are to be made payable to : Big Door Ent by Cashier's/Certified Check or Money Order. BALANCE is due UPON DEMAND day of show in Cash or Cashier's Check and made payable to PRODUCER. This balance is guaranteed Rain or Shine. NO PERSONAL CHECKS WILL BE ACCEPTED.

Additional Provisions on Contract : Please provide two cases of water and make it dinner for 6 night of show!

This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Big Door Ent. This contract may become void if Purchaser fails to sign and return same within fourteen(14) days of date issued.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.

Purchaser : City of Cottonwood Heights

Signatory :

Signature : _____

Address : Cottonwood Heights, Utah

Phone : 801-550-8225

Email : Aeatchel@ch.utah.gov

Producer :

Signatory :

Signature : _____

Address : c/o Big Door Ent
Lehi, UT 84043

Phone : Ph. 801-855-6625

Email :

Agent : Molly



210 North 1200 East, Suite 200
Lehi, UT 84043, Ph. 801-855-6625
Agent@BigDoorEntertainment.com

Additional Terms and Conditions

- 1.** PURCHASER will first apply any and all receipts received from the performance to payment required hereunder. All payments must be in full without any deductions whatsoever. PURCHASER will advise PRODUCER or PRODUCER's agent immediately upon request of the admissions prices for the performance.
- 2.** If the payment to the PRODUCER is based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to PRODUCER a certified statement of the gross receipts of each performance within (2) hours of such performance. If the payment of PRODUCER's share of performance receipts is based in whole or in part on expenses related to the engagement, PURCHASER shall verify with paid receipts, cancelled checks or other documentation of all expenses or they will not be included as expenses of the engagement. PRODUCER shall have the right to have representation present in the box office at all times. Such representative shall have access to the box office records of PURCHASER relating to gross receipts of this engagement only.
- 3.** PURCHASER will furnish and pay for all its own expense(s) necessary for the proper presentation of the performance on the date and time of the above-mentioned performance. This includes without limitation (a) suitable theater, hall or auditorium, well-heated, ventilated, lighted, clean, and in good order, curtains, properly tuned grand piano(s) and public address system in perfect working condition including microphone(s) in quantity and numbers required by PRODUCER, dressing rooms, all needed electricians and stage hands, all lighting, tickets, house programs, all licenses (including musical performing rights licenses), special police, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in the primary newspapers; (b) all music royalties connected with PRODUCER's use of music, and additionally the cost of any musicians (including Contractor) other than those furnished by PRODUCER as part of the PRODUCER's regular company; (c) all amusement taxes; (d) if PRODUCER requires, all needed facilities, electricians, stage hands and other personnel for lighting and dress rehearsals; and (e) all other items and personnel (including but not limited to any and all personnel, including musicians, as required by any national or local union(s) required for the proper presentation of the entertainment presentation hereunder and any rehearsals therefore, except those items and personnel which PRODUCER herein specifically agrees to furnish. PRODUCER has the right to rename the local music contractor and to approve the local musicians hired.
- 4.** In the event of sickness or of accident to PRODUCER, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of PRODUCER, it is understood and agreed there shall be no claim for damages by PURCHASER and PRODUCER's obligations as to such performances shall be waived. In the event of non-performance for any of the above-stated reasons, if ARTISIT is ready, willing and able to perform, PURCHASER shall pay full compensation hereunder, otherwise, the monies (if any) advanced to PRODUCER hereunder, shall be returned on a pro-rata basis.
- 5.** Inclement weather rendering performances impossible, infeasible or unsafe shall not be deemed a force majeure event and payment of the agreed upon compensation shall be made notwithstanding. If PURCHASER and PRODUCER disagree as to whether rendition of the agreed upon compensation shall be made notwithstanding. If PURCHASER and PRODUCER disagree as to whether rendition of performance(s) is impossible, not feasible or unsafe because of inclement weather, PRODUCER's determination as to performance shall prevail.
- 6.** In the event PURCHASER refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, PRODUCER shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to PRODUCER by PURCHASER, and PURCHASER shall remain liable to PRODUCER for the agreed price herein set forth. In addition, if, on or before the date of any scheduled performance, PURCHASER has failed, neglected, or has been impaired or is in PRODUCER's opinion unsatisfactory, PRODUCER shall have the right to demand the payment of the guaranteed compensation forthwith. If PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein and forth.
- 7.** The entertainment presentation to be furnished by PRODUCER hereunder shall receive billing in such order, form, size and prominence as directed by PRODUCER in all advertising and publicity issued by or under the control of the PURCHASER. PRODUCER's name or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising without PRODUCER's prior written consent.
- 8.** PURCHASER shall not itself, nor shall it permit others to record, broadcast or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.
- 9.** PRODUCER shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.
- 10.** Unless stipulated to the contrary in writing, PURCHASER agrees that PRODUCER may cancel the engagement hereunder without liability by giving the PURCHASER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. PRODUCER shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 10 days.
- 11.** PRODUCER shall have exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods employed in fulfilling each obligation of PRODUCER hereunder in all respects. PRODUCER shall have the sole right, as PRODUCER may see fit, to designate and change at any time the performing personnel other than the PRODUCER(s) specifically named herein.
- 12.** PURCHASER agrees (a) to comply promptly with PRODUCER's directions as to stage settings for the performance hereunder, (b) that no performers other than those to be furnished by PRODUCER hereunder will appear on or in connection with the engagement hereunder, (c) that no stage seats are to be sold or used without PRODUCER's prior written consent, and (d) that the entertainment presentation will not be included in a subscription or other type of series without the written consent of PRODUCER.



210 North 1200 East, Suite 200
Lehi , UT 84043, Ph. 801-855-6625
Agent@BigDoorEntertainment.com

13. Unless stipulated to the contrary in this Agreement, Purchaser agrees that Producer may cancel the Engagement hereunder without liability by giving the Purchaser notice thereof at least thirty(30) days prior to the commencement date of the Engagement hereunder.

14. It is agreed that PRODUCER signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

15. Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by PRODUCER to PURCHASER hereunder. If there is any conflict between any provisions of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict. PURCHASER agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by PURCHASER.

16. In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to PRODUCER and PRODUCER shall control.

17. PURCHASER hereby indemnifies and holds PRODUCER, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against PRODUCER or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, form or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the PRODUCER.

18. Big Door Ent acts herein only as agent for PRODUCER and is not responsible for any act of commission or omission on the part of PRODUCER or PURCHASER. In furtherance thereof and for the benefit of Big Door Ent, it is agreed that neither PURCHASER nor PRODUCER will name or join Big Door Ent as a party in any civil action or suit arising out of; in connection with, or related to any act(s) of commission or omission of PURCHASER or PRODUCER.

19. This contract (a) cannot be assigned or transferred without the written consent of PRODUCER, (b) contains the sole and complete understanding of the parties hereto and (c) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Utah, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "PRODUCER" and "PURCHASER" as used herein shall include and apply to the singular, the plural and to all genders.

20. Force Majeure

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness or injury to Producer or member of Producer's immediate family, any of Producer's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout or other forms of labor difficulties; any act, order, or relation of any court, government agency or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 20(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Producer is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement.

Under no circumstances will Producer be liable to Purchaser or any third party in contract, tort, or otherwise, for any indirect, incidental, special, consequential, punitive, exemplary, or similar damages that result from the parties' performance or non performance hereunder, including but not limited to loss of revenue or lost profits, even if Producer has been advised of the possibility of such damages.

EXPENSE SHEET

Foreign Figures - 07/24/2015 - Cottonwood Heights

Artist : Foreign Figures	Show Time :
Date : 07/24/2015	Agent : Molly
Venue : Cottonwood Park 7500 S 2700 E Cottonwood Heights, Utah 84121	Venue Phone : Venue Fax :

FIXED EXPENSES

Advertising	\$0.00	Insurance	\$0.00	Sound/Lights	\$0.00
Ascap/Bmi/Sesac	\$0.00	Loaders	\$0.00	Spot Rental	\$0.00
Barricades	\$0.00	Medical/Emt.	\$0.00	Stage Rental	\$0.00
Box Office	\$0.00	Misc	\$0.00	Supervisors	\$0.00
Car Rental	\$0.00	Misc 1	\$0.00	Stagehands	\$0.00
Catering	\$0.00	Misc 2	\$0.00	Support/Talent	\$0.00
Clean Up	\$0.00	Misc 3	\$0.00	Support1	\$0.00
Credit Cards	\$0.00	Phone/Internet	\$0.00	Support2	\$0.00
Door Guards	\$0.00	Police	\$0.00	Support3	\$0.00
Electrician Equip. Rent	\$0.00	Production	\$0.00	Tix Commision Cap	\$0.00
Fireman	\$0.00	Prod./Stage Mgr	\$0.00	Tix Print	\$0.00
Forklift	\$0.00	Remote	\$0.00	Ticket Rebate	\$0.00
Furniture Rent	\$0.00	Rent	\$0.00	Tix Takers	\$0.00
Hall Rent Cap	\$0.00	Riggers	\$0.00	Towels	\$0.00
House Fixed Exp.	\$0.00	Runners	\$0.00	Transportation	\$0.00
House Manager	\$0.00	Sec. Private	\$0.00	Ushers	\$0.00
House Staff	\$0.00	Sec. T Shirt	\$0.00		

Totals \$0.00

VARIABLE EXPENSES

	Flat	Percentage	Per Ticket	Total
Facility Fee	\$0.00	0.00	\$0.00	\$0.00
Parking Fee	\$0.00	0.00	\$0.00	\$0.00
Misc 1	\$0.00	0.00	\$0.00	\$0.00
Misc 2	\$0.00	0.00	\$0.00	\$0.00
				Total Pre Tax \$0.00
				Net Pre Tax \$0.00
Sales Tax	\$0.00	0.00	\$0.00	\$0.00
Promoter Costs	\$0.00	0.00		Promoter Guarantee as cost \$0.00
Rent	\$0.00	0.00	\$0.00	Rent Capped At \$0.00 \$0.00
Insurance	\$0.00	0.00	\$0.00	\$0.00
Box Office	\$0.00	0.00	\$0.00	\$0.00
ASCAP	\$0.00	0.00	\$0.00	\$0.00
BMI	\$0.00	0.00	\$0.00	\$0.00
SESAC	\$0.00	0.00	\$0.00	\$0.00
Misc1	\$0.00	0.00	\$0.00	\$0.00
Misc2	\$0.00	0.00	\$0.00	\$0.00
Misc3	\$0.00	0.00	\$0.00	\$0.00
Totals	\$0.00	0.00	\$0.00	\$0.00

SHOW REPORT	AMOUNT	SUMMARY	AMOUNT
Net After Tax		AVG. Ticket Price	\$0.00
		Total Tickets	0
		Gross Ticket	\$0.00

Addendum to Big Door Entertainment Performance Contract

THIS ADDENDUM (this “*Addendum*”) is made effective 23 June 2015 between **BIG DOOR ENTERTAINMENT** for itself and on behalf of artist **FOREIGN FIGURES**, whose address is 210 North 1200 East, Suite 200, Lehi, UT 84045 (“*Producer*”), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Cottonwood Heights, UT 84047 (“*City*”). This Addendum augments and amends the provisions of the attached agreement (the “*Agreement*”) between Producer and the City concerning a musical production to be staged by Producer at City’s 2015 Butlerville Days community celebration (the “*Event*”) scheduled for 24 July 2015 (the “*Event Date*”). If there is any conflict or inconsistency between this Addendum and the Agreement, the provisions of this Addendum shall control.

Section 1. **Setup Time.** Producer shall deliver its equipment to the stage area at the Event no later than **11:00 a.m.** on the Event Date. City anticipates that the stage (the “*Stage*”) will be erected and ready for use by **1:00 p.m.** on the Event Date, whereupon Producer may set up its equipment on the Stage and conduct a sound check. A final sound check may be conducted between **8:00 p.m. and 8:30 p.m.** on the Event Date.

Section 2. **Performance Time.** Producer shall perform (the “*Performance*”) between **8:30 p.m. and 10:00 p.m.** on the Event Date. **A fireworks show staged by another provider is scheduled to commence at 10:00 p.m.**

Section 3. **Total Compensation.** Sections 1 and 2 of the Agreement are modified to clarify that the total compensation to be paid by City for the Performance and all of Producer’s services under the Agreement shall be a flat fee of \$1,000 (the “*Contract Price*”).

Section 4. **Equipment; Supplies; Personnel.** Section 3 of the Agreement is modified to clarify that City only is required to (a) provide an elevated stage at an outdoor venue, equipped with lighting and electrical connections; (b) use reasonable diligence to assure that all City-provided equipment is in good working order for the Performance; and (c) provide two cases of bottled water and dinner for eight at the Event. City is not required to provide any other facilities, equipment, supplies or personnel under the Agreement except the following:_____

_____.

Section 5. **Nonperformance.** If the Performance cannot occur due to force majeure events as described in Sections 4, 5 and 20 of the Agreement, notwithstanding that Producer is ready, willing and able to stage the Performance, then City shall pay one-half the Contract Price. If the Performance cannot occur due to illness, injury or other reasons affecting Producer such that Producer cannot stage the Performance, then City shall be excused from any obligation to pay any of the Contract Price.

Section 6. **Advertising.** Section 7 of the Agreement is modified to clarify that City controls all advertising and publicity for the Event, provided that if any such advertising or publicity does more than name Producer and/or its artist for purposes of publicizing the

Performance, Producer shall have the right to review and pre-approve such advertising, etc., which approval shall not be unreasonably withheld, conditioned or delayed.

Section 7. **Recording, Etc.** Section 8 of the Agreement is modified to clarify that City has no control over Event attendees choosing to record, broadcast, photograph or otherwise reproduce any part of the Performance.

Section 8. **No Right to Sell Goods or Merchandise.** Section 9 of the Agreement is amended to clarify that Producer may not sell any programs, photographs, records, posters or other merchandise of any type or description at the Event.

Section 9. **Cancellation.** Producer's right to cancel the Performance under sections 10 and 13 of the Agreement shall expire on **24 May** 2015.

Section 10. **Change of Artist.** Section 11 of the Agreement is amended to clarify that Producer is not entitled to substitute another performer for the artist designated above.

Section 11. **Other Artists.** Section 12 of the Agreement is amended to clarify that City may freely allow other artists, performers, etc. selected by City to perform on the Stage before and after the Performance.

Section 12. **Omission of Section 16.** Section 16 of the Agreement is hereby deleted in its entirety.

Section 13. **Omission of Section 17.** Section 17 of the Agreement is hereby deleted in its entirety. Further, City is a governmental entity that is covered by the provisions of the Governmental Immunity Act of Utah, Utah Code Ann. 63G-7-101 et seq. (the "*Immunity Act*"). By entering into the Agreement, City does not waive any rights or protections to it under the Immunity Act.

Section 14. **Amendment to Section 19.** The phrase "and such person hereby personally assumes liability for the payment of said price in full" is hereby deleted from Section 19 of the Agreement.

By their signatures, below, Producer and City hereby enter into the Agreement, as modified above, effective the date first-above written.

CITY:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Kory Solorio, Recorder

By: _____
Kelvyn H. Cullimore, Jr, Mayor

PRODUCER:

BIG DOOR ENTERTAINMENT

By _____
Jake Collett

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-43

A RESOLUTION APPROVING A REAL PROPERTY PURCHASE AGREEMENT WITH UTAH DEPARTMENT OF TRANSPORTATION (3000 EAST PUBLIC WORKS YARD)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 23 June 2015 to consider, among other things, approving a purchase contract (with addendum) (the “*Agreement*”) with Utah Department of Transportation (“*UDOT*”) whereunder the City would purchase from UDOT, and UDOT would sell and convey to the City, approximately 2.411 acres of realty located at approximately 6600 South 3000 East on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and be it

FURTHER RESOLVED by the city council of the city of Cottonwood Heights that the City’s mayor and recorder are authorized and directed to execute and deliver such additional instruments, agreements and documents as may be deemed (in consultation with the City’s manager and attorney) reasonably necessary or advisable to effect and consummate the transactions contemplated by the Agreement.

This Resolution, assigned no. 2015-43, shall take effect immediately upon passage.

PASSED AND APPROVED effective 23 June 2015.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

DEPOSITED in the office of the City Recorder this 23rd day of June 2015.

RECORDED this ____ day of June 2015.

Purchase Contract for the Utah Department of Transportation

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

The Buyer, **COTTONWOOD HEIGHTS**, a Utah municipality, offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of \$25,000, which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by the Title Company located in Salt Lake County, Utah that is reasonably designated by UDOT.

PROPERTY ADDRESS: Approximately 2.411 acres located at approximately 6600 South 3000 East, Cottonwood Heights, Salt Lake County, Utah.

1. Also described as UDOT Parcel (s) # _____

2. WATER RIGHTS. No Water Rights / Shares are included in this sale.

3. PURCHASE PRICE. The purchase price for the Property is approximately \$1,102,743. The actual purchase price shall be determined before closing based on \$10.50/square foot of actual, surveyed acreage, which shall be subject to verification by both parties.

4. APPRAISAL. This offer ____ is ____ X is not contingent upon the Buyer obtaining an appraisal on the Property.

5. FINANCING. This offer ____ is ____ X is not contingent upon the Buyer securing a loan on the property.

6. ADDITIONAL TERMS. There ____ X are ____ are not addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. ____ 1 ____.

7. CLOSING. This transaction shall be closed on or after ____ 1 July 2015 ____.
UDOT will designate the Title Company (**no split closings**). Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing.

8. SURVEY. UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.

9. SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS. Buyer understands that Seller acquired the Property for public works yard purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not; provided that Buyer shall have the right to inspect and test the Property before being required by this Contract to purchase it, as explained in the addendum to this Contract.

____ Seller's Initials

____ Buyer's Initials

Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:

9.1 The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

9.2 The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

9.3 Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

10. CONDITION OF PROPERTY. Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

11. ANTIQUITIES. It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

12. VENUE. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County.

13. AUTHORITY OF SIGNERS. If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation

____ Seller's Initials

____ Buyer's Initials

through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

16. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

17. DEFAULT. Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

18. FAX TRANSMISSION. Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

19. RISK OF LOSS. All risk of loss or damage to the property shall be borne by the Seller until Closing.

20. BUYER ACKNOWLEDGEMENTS:

20.1 Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

20.2 Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner's first right of refusal and final disposal approval from UDOT. **UDOT reserves the right to reject all offers.**

20.3 Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

20.4 Buyer acknowledges and agrees that the Property is sold "as is". No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

21. CONTINGENCIES & DUE DILIGENCE

21.1 FINANCING & APPRAISAL. Buyer shall have until N/A (date) to complete and remove these conditions.

21.2 DUE DILIGENCE PERIOD. Buyer shall have until 90 days after full execution and delivery of this Contract to complete any due diligence and/or any desired approvals.

21.3 EARNEST MONEY. Buyer shall have until the 95th day after full execution and delivery of this Contract to cancel this Contract for any reason including the contingencies listed above and be eligible to receive a refund of the Earnest Money Deposit.

22. REPRESENTATION. (Please print legibly) Buyer is represented by N/A (agent) _____ (phone) in behalf of _____ (Broker) for _____ (Brokerage). This

____ Seller's Initials

____ Buyer's Initials

information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE. Buyer's offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

BUYER'S SIGNATURE:

COTTONWOOD HEIGHTS, a Utah municipality

_____	_____	_____
<i>Date</i>	<i>Kelvyn H. Cullimore, Jr.</i>	<i>Mayor</i>
		<i>Company / Position</i>

ATTEST: _____
Kory Solorio, Recorder

Buyer's Information: (Please print)

Name:	COTTONWOOD HEIGHTS		
Address:	1265 East Fort Union Blvd., Suite 250		
City / State / Zip	Cottonwood Heights, UT 84047		
Phone:	(801) 944-7000	Email:	jpark@ch.utah.gov

_____ Seller's Initials

_____ Buyer's Initials

ACCEPTANCE, COUNTER OFFER OR REJECTION:

_____ **ACCEPTANCE:** Seller accepts this offer based on the terms and conditions specified above.

<i>Seller Name</i>	<i>Position</i>	<i>Date</i>
--------------------	-----------------	-------------

_____ **COUNTER OFFER:** Seller presents to the buyer Counter Offer # _____.

<i>Seller Name</i>	<i>Position</i>	<i>Date</i>
--------------------	-----------------	-------------

REJECTION: Seller rejects this offer in total.

<i>Seller Name</i>	<i>Position</i>	<i>Date</i>
--------------------	-----------------	-------------

Seller's Information: (Please print)

Name: Utah Dept of Transportation / Property Management Section

Address: 4501 South 2700 West

Box 148420 / 4th Floor

City / State / Zip Salt Lake City, UT 84114

Contacts: Travis Daley 801-633-6250 tdaley@utah.gov

_____ Seller's Initials

 Buyer's Initials

Addendum No. 1 to
Purchase Contract
for the
Utah Department of Transportation

THIS ADDENDUM (this "*Addendum*") is attached to and made a part of the "Purchase Contract for the Utah Department of Transportation" with the city of Cottonwood Heights dated _____ 2015 (the "*Agreement*") covering the real property described therein. Unless otherwise defined in this Addendum, all capitalized terms in this Addendum shall have the same meanings as in the Agreement. In this Addendum, each of UDOT and Buyer is singly referred to as a "*Party*," and are collectively referred to as the "*Parties*."

Section 1. **Background.**

(a) Buyer is a Utah municipality that is responsible for, *inter alia*, providing public works services (such as paving and snow plowing roads and construction and repair of curb, gutter and sidewalk in Buyer's public ways) (collectively, "*Public Works*") within Buyer's boundaries, and currently obtains most of those services by contract from Terracare Associates, a private provider ("*Terracare*").

(b) Buyer requires an appropriate facility to store and maintain vehicles, equipment, fuel, road salt (or other snow melt substance) (collectively, "*snow melt*"), and similar property and supplies (collectively, "*Equipment and Supplies*"), used to provide Public Works services within Buyer's jurisdiction.

(c) UDOT owns fee simple title to about 7.8 acres of improved realty located at approximately 6600 South 3000 East in Cottonwood Heights, Utah, which UDOT uses as an operations yard (the "*Yard*"). The Yard is described and/or shown on attached Exhibit "A."

(d) The Yard contains excess ground not necessary for UDOT's operations. Consequently, Buyer desires to purchase and UDOT desires to sell approximately 2.411 acres (the "*Property*") of the Yard for use in connection with Buyer's Public Works operations, whether conducted by Buyer itself or through a Buyer contractor such as Terracare. The Property is described and/or shown on attached Exhibit "B."

(e) In connection with its anticipated purchase of the Property and future cooperative use of the Yard described below, Buyer heretofore purchased fee title to the parcel of ground (the "*City Lot*") containing approximately .6 acres that is contiguous to, and located Northerly of, the Yard.

Section 2. **Use of the Yard.** Following the Closing, each of the Parties intends to occupy and use its portion of the Yard for the purposes of storing and maintaining their respective items of Equipment and Supplies, housing facilities for repair and maintenance of such items, providing related employee facilities and administrative offices, and similar uses in connection with Public Works activities for Buyer and UDOT's legally-authorized highway construction and maintenance endeavors. To better assure efficient, cooperative use of the Yard, the Parties further agree as follows:

_____ Seller's Initials

_____ Buyer's Initials

(a) Cooperative Use Agreement. Before or after Closing, the Parties **may** mutually execute and deliver an interlocal cooperative agreement (the “*Cooperative Use Agreement*”) for ownership and use of the Yard upon mutually-satisfactory provisions.

(b) Site Plan. Attached hereto as Exhibit “C” is a site plan (the “*Site Plan*”) showing how access to and/or use of the Yard is to be configured to facilitate combined activities and cooperative use as provided in this Agreement.

(c) General Use Issues. In their use of the Yard, the Parties:

(i) Will act in a reasonable, cooperative fashion in order to more fully utilize a public asset, thereby enhancing operational efficiencies and better conserving public resources, and

(ii) **May** combine, through future interlocal agreement(s), as many activities and functions as practical, but only on such terms and conditions as they mutually may find acceptable. Sharing of ownership or use of existing fuel pumps/facilities, stores of snow melt, vehicle wash facilities, brine ponds, etc. are **possible** combined uses, provided that appropriate policies, procedures and safeguards are utilized to prevent overuse by either party and to assure that costs are appropriately allocated based on proportion and type of use. The cost of maintaining, repairing and replacing any shared facility shall be allocated and borne by the Parties in an equitable manner based on the duration and intensity of each party’s respective use of such facility.

(iii) Agree that although interior fencing, jersey barriers or the like may be used by an owner to delineate the boundaries of such party’s portion of the Yard, the Parties desire to use the Yard in a manner that, to the greatest extent reasonably possible, preserves accessibility and facilitates movement of large equipment throughout the Yard and to the adjoining public way.

(iv) Agree that each Party shall have exclusive use and control of its own employee facilities and administrative offices located in buildings that either Party now or hereafter chooses to erect on its portion of the Yard. To allow full utilization of the Yard and possible sharing of facilities, to the extent reasonably possible there will be a zero lot line setback for any future buildings between the Parties’ respective portions of the Yard.

(d) Access.

(i) Existing Access Road. The existing roadway (the “*Existing Access Road*”) from the Yard to 3000 East (located near the existing fuel pumps) shall continue to be the primary access roadway to the Yard until a new access road (the “*New Access Road*”) is constructed. The location, dimensions, etc. of the New Access Road shall be substantially as shown on the Site Plan that is attached hereto as Exhibit “C.” As of Closing, Buyer shall be deemed to have granted to UDOT and RMP (defined below) a license to continue to use the Existing Access Road across the Property until such time as the New Access Road is completed and put into service as provided below.

(ii) New Access Road. The New Access Road shall be constructed on the City Lot and the Property within 14 months after the Closing. The New Access Road shall be

____ Seller’s Initials

____ Buyer’s Initials

engineered to bear the weight of loaded trucks and other equipment anticipated to utilize the Yard and shall include related improvements such as curb, gutter & sidewalk; lane striping; landscaping; etc., all as required by applicable law or as shown on the Site Plan. Although the cost of constructing the New Access Road on the City Lot and the Property shall be paid by Buyer, Buyer shall not be obligated to construct the New Access Road elsewhere on the Yard.

When the New Access Road is completed and ready to be put into service, the Parties and RMP promptly shall mutually (A) terminate all of their rights in and to the Existing Access Road, and (B) grant to each other replacement access rights and easements across the New Access Road, all in such recordable form(s) as they shall mutually, reasonably agree (including, without limitation, Buyer's right to reasonably relocate the New Access Road and its related easement in the future at Buyer's sole cost).

RMP's formal agreement (the "*RMP Release*") to relinquish and terminate any and all rights in and to the Existing Access Road (and any other part of the Property, other than typical easements for electric power poles and lines) in exchange for a right of way over the City Lot and the Property via the New Access Road shall be a condition precedent to Buyer's obligation to close and consummate the transactions contemplated by the Agreement.

(iii) Intersection Improvements. Buyer may, at its sole option and cost, construct any desired improvements to the intersection of the New Access Road and 3000 East street such as, for example, a semaphore and additional turn lanes.

(iv) RMP Parcel. The Parties acknowledge that UDOT heretofore has sold and conveyed approximately 5.82 acres of the Southerly portion of the Yard (the "*RMP Parcel*") to Rocky Mountain Power (or an affiliate) ("*RMP*") for use as an electric substation. As explained above, the Parties shall cooperate to continue to provide ingress/egress to the RMP Parcel across the Yard, via the Existing Access Road or a reasonable replacement, pending construction of the New Access Road, at which time RMP's right to use the Existing Access Road shall be irrevocably terminated.

(e) Fencing; Gate. Within 12 months after the Closing, Buyer shall construct the fencing on and around the Property as shown on the Site Plan. Any such fencing shall include an access gate between the Property and UDOT's portion of the Yard (the "*UDOT Portion*") substantially as shown on the Site Plan.

(f) Storm Water. Within 12 months after the Closing, Buyer will at its cost design a proposed storm water treatment system for the Property and the UDOT Portion, including a storm water grading plan for both properties. Following the Closing, each Party shall be responsible for detaining storm water on its own property. Buyer shall pay the cost of handling the storm water on the City Lot and the Property, but shall have no obligation concerning the handling of storm water on the UDOT Portion. At or following the Closing, Buyer will grant to UDOT an easement across a mutually-agreeable portion of the Property for the purpose of construction, re-construction, repair and maintenance of underground culinary, storm water and sanitary sewer lines from 3000 East to the UDOT Portion, subject to Buyer's right to reasonably relocate such easement in the future at Buyer's sole cost. The Parties shall obtain and maintain in effect all applicable state and federal licenses relating to such Party's use of and facilities on its portion of the Yard, including, without limitation, a UPDES Multi-Sector

____ Seller's Initials

____ Buyer's Initials

General Permit for Storm Water Discharges from Industrial Activities and a storm water pollution prevention plan.

(g) Relocation of Fueling Station. Within 12 months after the Closing, Buyer and UDOT will reasonably cooperate to cause the Utah state fueling station currently located on the Property to be relocated to such place on the UDOT Portion as UDOT may reasonably specify. Buyer is responsible for all costs associated with the relocation of the fueling station, excluding any environmental liability remediation costs related to or arising from such fueling station, which will be the responsibility of the owners of said fueling station.

(h) Grading. In connection with construction of the New Access Road, the Parties shall work together to coordinate the re-grade of their respective properties to match elevations to the extent reasonably possible; provided that Buyer shall only be responsible for the cost of any required regarding work on the City Lot and the Property.

(i) Compliance with Applicable Laws. Each of the Parties shall comply with all applicable laws governing use of its portion of the Yard.

(j) First Right of Refusal. To assure their continued right to use and occupy the Yard, at Closing each party shall grant (under any Cooperative Use Agreement or under another appropriate written instrument) to the other a right of first refusal as to its respective portion of the Yard, whereunder a party that desires to sell, convey or transfer any of its portion of the Yard must provide the other party at least 60 days' prior written notice and the first right to purchase that portion on identical terms as those being offered to or by a third party.

Section 3. Inspection, Etc. Buyer and its agents shall have the right to enter the Property from time to time prior to the Closing in order to inspect and test the Property and the improvements thereon. Buyer shall repair any damage to the Property resulting from such inspections and testing, and shall indemnify, defend and hold UDOT harmless from and against any and all damages (including attorneys' fees), claims, demands, actions, or other proceedings, actual or threatened, arising from or in any manner related to Buyer's activities with respect to the Property prior to the Closing.

Section 4. Environmental Matters. UDOT represents, warrants and certifies to Buyer that, to the best of UDOT's current actual knowledge, but without due diligence, there will be no (and has not been any) disposal, release or threatened release of any hazardous substances or hazardous wastes on, from or under the Property prior to, or during, UDOT's ownership of the Property. For purposes of this Agreement, the terms "*disposal*," "*release*," "*threatened release*" and "*hazardous wastes*" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release or threatened release or any defined as such in (or for the purposes of) the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other state or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, relating to any hazardous, toxic or dangerous wastes, substances or materials, as now or at any time hereafter in effect. UDOT shall indemnify and hold Buyer harmless for any losses, damages, claims, costs (including attorneys fees), actions or proceedings arising from the inaccuracy of UDOT's representations in this section

Section 5. Conditions of Buyer's Obligation to Close. Buyer's obligation to consummate the transactions contemplated by this Agreement and to make any payment

____ Seller's Initials

____ Buyer's Initials

hereunder is subject to the fulfillment (or the waiver thereof by Buyer in writing) of the following conditions on or before the date of Closing (the “*Closing Date*”):

(a) *Authority*. Buyer shall be reasonably satisfied that UDOT has requisite authority to perform the actions necessary at the Closing.

(b) *Satisfactory Title*. Buyer shall be reasonably satisfied that UDOT will be able at the Closing to convey to Buyer fee simple absolute title to the Property, free and clear of all liens and encumbrances that are not acceptable to Buyer. Any required subdivision of the Property from the Yard shall occur at Buyer’s cost but with UDOT’s full and timely cooperation.

(c) *Compliance with Obligations*. UDOT shall have materially complied with all of UDOT’s obligations to be performed hereunder prior to or on the Closing Date.

(d) *Accuracy of Warranties*. All representations and warranties made by UDOT herein shall be essentially true, accurate and correct as of the Closing Date and there shall be no breach of any warranties or covenants made hereunder by UDOT.

(e) *Execution and Delivery of Documents*. As of or at the Closing, UDOT shall have executed and delivered to Buyer any and all documents required or necessary to consummate the transactions contemplated by this Agreement.

(f) *Due Diligence*. Buyer shall be satisfied with the results of its due diligence required or permitted by this Agreement, including, without limitation, its inspection and testing of the Property authorized under section 3 above.

(g) *RMP Release*. RMP shall have executed and delivered the RMP Release to the Parties, in such form as the Parties reasonably may require.

Section 6. **Conditions of UDOT’s Obligation to Close**. UDOT’s obligation to consummate the transactions contemplated by this Agreement is subject to the fulfillment (or the waiver thereof by UDOT in writing) of the following conditions on or before the Closing Date:

(a) *Authority*. UDOT shall be satisfied that Buyer has requisite authority to perform the actions necessary at the Closing.

(b) *Compliance With Obligations*. Buyer shall have materially complied with all of Buyer’s obligations to be performed hereunder, including the payment of the Purchase Price, prior to or on the Closing Date.

(c) *Accuracy of Warranties*. All representations and warranties made by Buyer herein shall be essentially true, accurate and correct as of the Closing Date and there shall be no breach of any warranties or covenants made hereunder by Buyer.

(d) *Execution and Delivery of Documents*. As of or at the Closing, Buyer shall have executed and delivered to UDOT any and all documents required or necessary to consummate the transactions contemplated by this Agreement.

____ Seller’s Initials

____ Buyer’s Initials

(e) RMP Release. RMP shall have executed and delivered the RMP Release to the Parties, in such form as the Parties reasonably may require.

Section 7. **Permitted Termination**. If the Agreement is terminated by either party pursuant to a right expressly given it hereunder (a “*Permitted Termination*”), neither party shall have any further rights or obligations hereunder, and any deposit and other payments previously made hereunder by Buyer shall be returned to Buyer.

Section 8. **Default by UDOT**. UDOT shall be in default if Buyer has satisfied all of its obligations hereunder and UDOT fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

Upon an event of a default by UDOT of which Buyer is notified on or before the Closing Date, City may at City’s option either:

(a) Terminate this Agreement by written notice delivered to UDOT at or prior to the Closing, in which case any deposit and other payments previously made hereunder by Buyer shall be returned to Buyer, whereupon both parties shall be relieved of any further right and obligation hereunder; or

(b) Enforce specific performance of this Agreement against UDOT.

Upon an event of a default by UDOT of which Buyer is notified after the Closing, Buyer may pursue all remedies available to it under law or in equity.

Section 9. **Default by Buyer**. Buyer shall be in default under this Agreement if UDOT has satisfied all of its obligations hereunder Buyer fails to meet, comply with or perform any covenant, agreement or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

Upon an event of a default by Buyer under this Agreement of which UDOT is notified on or before the Closing Date, UDOT’s sole remedy shall be to terminate this Agreement upon written notice to Buyer and retain any deposit previously paid by Buyer as liquidated damages.

Upon an event of a default by Buyer of which UDOT is notified after the Closing, UDOT may pursue all remedies available to it under law or in equity.

Section 10. **Immunity Act; Indemnity**. The Parties are governmental entities under the Governmental Immunity Act of Utah (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act.

Subject to the foregoing, (a) Buyer shall defend, indemnify, save and hold harmless UDOT, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including

____ Seller’s Initials

____ Buyer’s Initials

reasonable attorney's fees and costs of suit, relating to or arising from Buyer's performance, or failure to perform, its duties under this Agreement; and (b) UDOT shall defend, indemnify, save and hold harmless Buyer, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from (i) UDOT's performance, or failure to perform, its duties under this Agreement, and (ii) the Property that arise from facts or circumstances existing before the Closing Date unless such claims arise, either directly or indirectly, from any actions or activities of Buyer or its agents, employees or assigns on the Property.

Section 11. **Conflict Resolution.** In the event of a dispute between the Parties regarding this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that Buyer's manager and UDOT's Region II director shall meet as soon as possible to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be decided by litigation originating in the Third Judicial District Court of Salt Lake County, Utah.

Section 12. **Interpretation.** If there is any conflict or inconsistency between this Addendum and the Agreement, the terms and provisions of this Addendum shall control.

DATED effective the date first above written.

UDOT:

**UTAH DEPARTMENT OF TRANSPORT-
ATION**, a department of the state of Utah

By: _____
Its: _____

BUYER:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

Kory Solorio, Recorder
Date signed: _____

By: _____
Kelvyn H. Cullimore, Jr., Mayor
Date signed: _____

Seller's Initials

Buyer's Initials

Exhibit “A” to
Addendum No. 1 to
Purchase Contract

The following-described real property located in Salt Lake County, Utah:

Legal description of the Yard:

Tax Parcel Number(s):

_____ Seller’s Initials

_____ Buyer’s Initials

Exhibit “B” to
Addendum No. 1 to
Purchase Contract

(Attach legal description and plat of the Property)

_____ Seller’s Initials

_____ Buyer’s Initials

Exhibit “C” to
Addendum No. 1 to
Purchase Contract

(Attach Site Plan of the Yard, showing parcels, New Access Road, etc.)

_____ Seller’s Initials

_____ Buyer’s Initials

COTTONWOOD HEIGHTS

RESOLUTION No. 2015-44

A RESOLUTION ENCOURAGING WATER CONSERVATION

WHEREAS, warmer than normal temperatures and four consecutive years of dry climate conditions are combining to create a potentially serious water situation in the state of Utah; and

WHEREAS, the water shortage will continue to worsen throughout 2015 if expected dry conditions continue; and

WHEREAS, our water supply is facing increasing demands and requires all to commit to long-term water conservation habits; and

WHEREAS, all water users are encouraged to follow recommended water conservation practices set forth by entities such as the Jordan Valley Water Conservancy District; and

WHEREAS, water users are encouraged to conserve water by turning sprinkler timers to manual mode and watering manually as needed; and

WHEREAS, water users also are encouraged to follow "water in the dark" practices of watering lawns and other plants only between 8:00 p.m. and 8:00 a.m.; and

WHEREAS, the city of Cottonwood Heights (the "*City*") recommends that residents use Utah State University's services to test watering needs in order to determine appropriate watering schedules for their own yards;

NOW THEREFORE, be it resolved by the city council of the city of Cottonwood Heights, Utah, that all water users within the City's geographical boundaries are encouraged to follow the foregoing recommendations to conserve our limited water supply.

This Resolution, assigned no. 2015-44, shall take effect immediately upon passage.

PASSED AND APPROVED this 23rd day of June 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

DEPOSITED in the office of the City Recorder this 23rd day of June 2015.

RECORDED this ____ day of June 2015.